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Attorney for Plaintiff BMF Wallets, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BMF WALLETS, LLC,)	Case 2:21-cv-02181-RFB-DJA
)	
Plaintiff,)	
)	STIPULATED MOTION AND
v.)	[PROPOSED] ORDER FOR
)	EXTENSION OF TIME TO ANSWER
MIRAMAX, LLC,)	OR OTHERWISE RESPOND TO THE
)	COMPLAINT
Defendant.)	
)	(Fifth Request)

Pursuant to Federal Rule of Civil Procedure 6(b)(1), LR 7-1(c), and LR IA 6-1, Plaintiff BMF Wallets, LLC and Defendant Miramax, LLC, hereby move this Court for a 14-day extension of time for Defendant to file and serve its answer or otherwise respond to the Complaint (ECF No. 1). This is the fifth request by the parties for such an extension.

Defendants were served with Plaintiff's Complaint on December 15, 2021. On December 21, 2021, the parties submitted a stipulated Motion for a 30-day extension of time for Defendant to response to the Complaint (ECF No. 6), which the Court granted on December 22, 2021 (ECF No. 7), setting a February 4, 2022, deadline for Defendant to answer or otherwise respond to the Complaint. On January 26, 2022, the parties submitted a second stipulated Motion for a 14-day extension of time for Defendant to response to the Complaint (ECF No. 8), which the Court granted on January 27, 2022 (ECF No. 8), setting a February 18, 2022, deadline for Defendant to answer or otherwise respond to the Complaint. On February 17, 2022, the parties submitted a third stipulated Motion for a 14-day extension of time for Defendant to response to the Complaint (ECF No. 10), which the Court granted on February 18, 2022 (ECF No. 11), setting a March 4, 2022,

1 deadline for Defendant to answer or otherwise respond to the Complaint. On March 2, 2022, the
2 parties submitted a fourth stipulated Motion for a 14-day extension of time for Defendant to
3 response to the Complaint (ECF No. 12), which the Court granted on March 3, 2022 (ECF No.
4 13), setting a March 18, 2022, deadline for Defendant to answer or otherwise respond to the
5 Complaint.

6 The parties have been engaged in ongoing discussions regarding the terms and conditions
7 of a settlement, which discussions had been initially delayed in part due to the holidays and the
8 unavailability of certain persons employed by Defendant involved in the negotiations. An initial
9 proposal was communicated by Defendant on December 27, 2021. Plaintiff responded to such
10 proposal with its own counterproposal on January 5, 2022. On January 25, 2022, Plaintiff, through
11 counsel, communicated terms and conditions of another settlement proposal. On February 7, 2022,
12 Defendant, through counsel, responded to Plaintiff's settlement proposal by setting forth those areas
13 where the parties were in accord and counterproposals for those terms and conditions that were
14 not acceptable to Defendant. On February 16, 2022, Plaintiff, through counsel, responded to
15 Defendant's last counterproposal by preparing a draft settlement agreement for Defendant's
16 review. On February 24, 2022, Plaintiff, through counsel, emailed a revised version of the draft
17 settlement agreement back to Defendant's counsel. On March 2, 2022, Defendant, through
18 counsel, emailed a revised version of the draft settlement agreement back to Plaintiff's counsel.
19 On March 7, 2022, Plaintiff, through counsel, emailed a revised version of the draft settlement
20 agreement back to Defendant's counsel, which version, upon review by Defendant, was acceptable
21 with no further changes. The parties are in the process of finalizing the agreement and circulating
22 an execution copy for the parties' signature.

23 In order to give the parties additional time to finalize and execute the final settlement
24 agreement and submit a dismissal of this matter, the parties have agreed to give Defendant an
25 additional 14-day extension of time to answer or otherwise respond to the Plaintiff's Complaint.
26 For these reasons, this extension request is made for good cause and not for purposes of delay.

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1 For the foregoing reasons, the parties hereby stipulate and agree to extend the deadline for
2 Defendant to answer or otherwise respond to the Complaint from March 18, 2022, to April 1, 2022.

3
4 Dated: March 17, 2022

5 Respectfully Submitted,

6 **GILE LAW GROUP, LTD.**

7 /s/ Ryan Gile

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13 Tel. (702) 703-7288

14 *Attorney for Plaintiff BMF Wallets, LLC*

15 **IT IS SO ORDERED:**

16 

17 DANIEL J. ALBREGTS

18 UNITED STATES MAGISTRATE JUDGE

19 DATED: March 18, 2022

CERTIFICATE OF SERVICE

I hereby certify that on March 17, 2022, I served a full, true and correct copy of the foregoing **STIPULATED MOTION AND [PROPOSED] ORDER FOR EXTENSION OF TIME TO ANSWER OR OTHERWISE RESPOND TO THE COMPLAINT** via email on the following parties:

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